

AMEND BOARD REPORT 09-0923-PR4
**APPROVE ENTERING INTO AN AGREEMENT WITH THE GORDIAN GROUP TO LICENSE USE OF
THE JOB ORDERING CONTRACT SYSTEM AND TO PROVIDE CONSULTING SERVICES FOR THE
BOARD'S JOB ORDER CONTRACT PROGRAM**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with the Gordian Group ("Gordian" or Vendor") to license use of its proprietary Job Ordering Contract system and to provide consulting and project management services for the Board's Job Order Contract (JOC) Program at a cost not to exceed to \$2,250,000. Vendor was selected on a non-competitive basis as it is the only vendor providing the job ordering system. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this amended Board Report. Information pertinent to this agreement is stated below.

This amendment is necessary to correct the term of the agreement.

VENDOR:

Vendor # 63187
The Gordian Group, Inc
140 Bridges Road., Suite E
Mauldin, Sc 29662
David L. Mahler
800-874-2291

864-233-9100

USER:

Facility Operations & Maintenance
125 South Clark Street 16th Floor
Chicago, IL 60603

Contact : Patricia L. Taylor

Phone: 773-553-2900

TERM:

The term of this agreement shall commence on the date the agreement is signed and shall run for a period of ~~five~~ two years. The Board shall have 2 options to renew the agreement for a period of 1 year each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice.

LICENSE: Vendor shall license, to the Board, its PROGEN® software.

SCOPE OF SERVICES:

Vendor shall provide the following services:

Program Support

1. Provide strategic guidance to the Board's Department of Facilities staff, Program Management, Design Manager, Construction Manager, design team, architect and/or others as applicable.
2. Monitor program performance, as requested.
3. Integrate successful experiences from other agencies using JOC.
4. Identify and consult on major program issues.
5. Provide guidance and interpretation on procedures.
6. Assist with interpretation of the Construction Task Catalog including:
 - a. Resolve Construction Task Catalog issues
 - b. Manage revisions to the Construction Task Catalog
7. Conduct annual on-site reviews of the JOC Program.
8. Prepare program evaluations, as requested.

Procurement & Document Maintenance Support (On-Site)

1. Provide assistance with modification to bid documents.
2. Conduct research to identify recurring use of non-prepriced tasks.
3. Coordinate preparation of updated Construction Task Catalogs.
4. Manage and coordinate preparation of updated Technical Specifications.
5. Assist with bidding new JOC contracts.

Training Support

1. Prepare comprehensive JOC training Manual after each Contract award.
2. Conduct refresher training on procedures for current Owner (Board) and Contractor personnel.
3. Conduct JOC procedures training for new Owner and Contractor personnel.
4. Provide hands-on training for new Owners and Contractor personnel in the areas of:
 - a. Project scope development.
 - b. Joint scope meetings.
 - c. Project scope development.
 - d. Proposal development and preparation.
 - e. Proposal review and variance resolution.
5. Conduct PROGEN® software training including:
 - a. Provide on-site PROGEN® assistance for the Owner as needed or requested
 - b. Provide refresher training for current Owner and Contractor personnel
 - c. Provide on-site/Internet based training for new release of PROGEN®
 - d. Provide on-site/Internet based training for all new Owner employees.
 - e. Provide Internet based training for new Contractor employees and new contractors.

Software Support

1. Provide software technical support, including:
 - a. Set-up PROGEN® access for new Owner and Contractor personnel.
 - b. Set-up PROGEN® access for new Contractors.
 - c. Provide system support in connection with PROGEN®
2. Provide all new releases of PROGEN® software
3. Write, test and finalize modifications to existing PROGEN® report, as requested.
4. Write, test and finalize new PROGEN® reports, as requested.
5. Provide toll free 24/7 telephone support for PROGEN® software.

PROJECT MANAGEMENT (PM)/JOB ORDER PROCUREMENT SERVICES: Upon the Board's request, Vendor shall provide none, one, some or all of the following project management/job order procurement services based on hourly fees as listed in the agreement.

Project Management/Job Order Procurement Services

1. Determine if a project is an acceptable candidate for JOC.
2. Establish and create a project file at the inception of a project.
3. Conduct a Joint Scope Meeting with Owner staff, JOC Contractor(s), program manager, design manager, construction manager and architect or engineer, as applicable.
4. Define and document the Detailed Scope of Work appropriate for the work.
5. Assist with resolving issues when project plans and actual conditions vary.
6. Obtain Owner approval of the Detailed Scope of Work.
7. Assist with issuance of Request for Proposal to the JOC Contractor.
8. Review and evaluate the Proposal submitted by the JOC Contractor
9. Direct the JOC Contractor to revise the Proposal, as necessary.
10. Finalize the Job Order amount with JOC Contractor.
11. Review and approve all submissions by the JOC Contractor pertaining to the Job Order, including submittals, shop drawings, permits, etc.
12. Obtain Owner authorization, approval and budget account information.

DELIVERABLES:

The Vendor will provide the following:

1. Prepare program evaluation, as requested.
2. Provide CCI index calculations for new adjustment factors to the JOC contracts.
3. Conduct informational seminars for local groups, as requested.
4. Procurement and Documents Maintenance Support (Off-Site)
 - A. Develop and enhance the Construction Task Catalog including:
 - i) Maintain the integrity of the CSI numbering system.
 - ii) Improve task descriptions.
 - iii) Develop new tasks for recurring non-preprice tasks.
 - iv) Develop new tasks based on anticipated work that is to be performed
 - vii) Publish Construction Task Catalogs for additional solicitations.
 - B. Develop and enhance the Technical Specifications including:
 - i) Develop new specifications for recurring non-practices, standards and materials
 - ii) Incorporate current construction practices, standards and materials.
 - iii) Publish Technical Specifications for additional solicitations.

OUTCOMES:

Vendor's services will result in increased efficiency in the Board's implementation of the JOC Program and will assure accurate and reduced cost and high quality in the execution of the work under Job Order Contracts.

COMPENSATION:

Vendor shall be paid as specified in the agreement upon submission and verification of invoices; total not to exceed \$2,250,000 inclusive of any reimbursable project management services expenses.

REIMBURSABLE EXPENSES:

If the Board requests project management services, Vendor shall be paid for the following reimbursable expenses: travel, lodging, car rental, mileage, and telephone. The cost of all reimbursable expenses is included in the maximum compensation amount.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize Chief Facilities Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

Based upon review of the vendor's compliance with the M/WBE goals, this contract is in compliance with the participation goals of 13.5% MBE and 2% WBE that are required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Service Contracts.

The vendor has identified the following firms and percentages:

Total MBE: 13.5%

Metro Chicago Development
8936 S. Richard
Evergreen Park, IL 60805
Contact: Dwayne Pierre-Antoine

Faster Messenger Service
329 W. 18th Street
Chicago, IL 60613
Contact: Pete Jimenez

Total WBE: .002%

Print Express
311 S. Wacker Drive
Chicago, IL 60606
Contact: Trupti Kudavia

Anchor Staffing, Inc.
9901 S. Western Avenue #206
Chicago, IL 60619
Contact: Joyce Johnson

Autumn Construction Services, Inc.
1400 E. Touhy #477
Des Plaines, Illinois 60018
Contact: Susan Nelson

Arrow Messenger Service, Inc.
1322 W. Walton
Chicago, Illinois 60642
Contact: Phyllis Apelbaum

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to: Capital funds various JOC projects

Budget Classification: Services Fee will be included in the total project budget for each JOC project executed

CFDA# : Not Applicable

GENERAL CONDITIONS:

Inspector General - Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

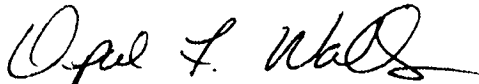
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



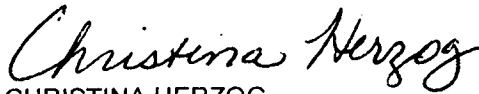
Opal L. Walls
Chief Purchasing Officer

Approved:



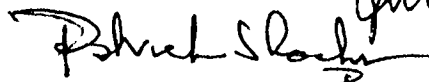
Ron Huberman
Chief Executive Officer

Within Appropriation:



CHRISTINA HERZOG
ACTING CHIEF FINANCIAL OFFICER

Approved as to Legal Form:



PATRICK J. ROCKS
General Counsel